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RECORDATION NO. 9639

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FILED 1425

NOV 18 1980 - 1 35 PM

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INTERSTATE COMMERCE COMMISSION

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0-323A07-2

No.

Date NOV 18 1980

Fee \$ 80.00

ICC Washington, D. C.

November 13, 1980

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FILED 1425

Ms. Agatha L. Mergenovich  
Secretary of the Interstate  
Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C.

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INTERSTATE COMMERCE COMMISSION

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Re: Documents recorded under  
Recordation No. 9639 originally  
Filed and Recorded on August 11, 1978

Dear Madam:

I enclose for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303, the following Documents:

1. Sublease of Railroad Equipment dated as of March 21, 1980, together with Certificate of Acceptance dated Nov. 14, 1980  
Sublessee: Chicago and Northwestern Transportation Company  
Sublessor: Great American Management Services, Inc.
2. Assignment of Sublease and Agreement dated as of March 21, 1980  
Assignee: First Security State Bank, as Owner Trustee  
Assignor: Great American Management Services, Inc.
3. Assignment of Lease, Reassignment of Sublease, Assignment of Surety Bond and Agreement dated as of March 21, 1980  
Assignee: First Security Bank of Utah, N.A., as Agent  
Assignor: First Security State Bank as Owner-Trustee

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4. *d* Amendment to Lease of Railroad Equipment dated as of July 1, 1978 (see Document No. 9639B Filed and Recorded August 11, 1978 - 2:10 P.M.)  
Lessee: Great American Management Services, Inc.  
Lessor: First Security State Bank, as Owner-Trustee

The documents listed above cover the railroad equipment (the "Equipment") described in Exhibit A to the Sublease. The Equipment is being leased by the Lessee from the Owner-Trustee pursuant to a Lease of Railroad Equipment dated as of July 1, 1978 and is being subleased by the Lessee as sublessor to the Sublessee pursuant to the Sublease referred to above. The right of the Lessee under the Sublease is being assigned to the Owner-Trustee and in turn is being reassigned to the Agent.

In addition, I enclose a check in the amount of \$80.00 to cover the cost of recordation with the Secretary's Office.

Please return the stamped copies of the above documents to the bearer of this letter.

Very truly yours,

*Thacher, Proffitt & Wood*

THACHER, PROFFITT & WOOD,  
as Agent for Great American  
Management Services, Inc.

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AMENDMENT TO LEASE OF RAILROAD EQUIPMENT  
DATED AS OF JULY 1, 1978  
INTERSTATE COMMERCE COMMISSION

First Security State Bank, not in its individual capacity but solely as Owner-Trustee under that certain Trust Agreement between it and Westinghouse Credit Corporation dated as of July 1, 1978 ("Owner-Trustee") and Great American Management Services, Inc. ("Lessee") hereby agree as follows:

WHEREAS, Owner-Trustee, as the lessor, and Lessee, as the lessee, are parties to that certain Lease of Railroad Equipment dated as of July 1, 1978 (the "Lease"), pursuant to which Lessee is leasing certain units of railroad equipment (the "Units") from Owner-Trustee;

WHEREAS, Great American Insurance Company ("Surety") as the surety, and Lessee, as the principal, are bound unto Owner-Trustee, as the obligee, with respect to the payment of certain amounts due to Owner-Trustee from Lessee under the Lease pursuant to the terms of that certain Surety Bond for 500 Boxcar Lease dated July 1, 1978, dated August 8, 1978 (the "Bond");

WHEREAS, Lessee originally subleased the Units under a sublease (the "Rock Island Sublease") to William M. Gibbons, Trustee for the Property of Chicago, Rock Island and Pacific Railroad Company (the "Rock Island");

WHEREAS, the Rock Island subsequently became involved in liquidation proceedings, in connection with which Lessee terminated the Rock Island Sublease; Lessee has now re-subleased the Units under a sublease (the "CNW Sublease") to the Chicago and North Western Transportation Company; as security for performance by Lessee of its obligations to Owner-Trustee under the Lease, Lessee has assigned to Owner-Trustee Lessee's interest in the CNW Sublease;

WHEREAS, Surety and Owner-Trustee have changed the premium payable under the Bond; and

WHEREAS, because Owner-Trustee pays to Surety the premium due under the Bond from amounts received as rental under the Lease, Owner-Trustee and Lessee agree that it is now appropriate to change the rental due under the Lease by an amount equal to the amount of the above-referenced change in premium with respect to the Bond;

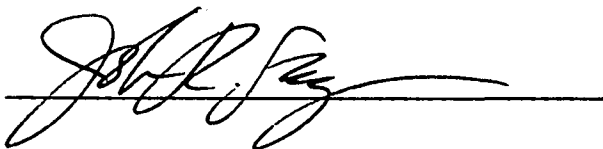
NOW, THEREFORE, in consideration of the foregoing, the Lease is hereby amended, effective April 1, 1980, by the deletion of the second sentence of the first paragraph of §3 and by the substitution of the following therefor: "The first five quarterly rental payments shall each be in an amount equal to 2.5757% of the Purchase Price (as defined in the Security Document) of each Unit subject to this Lease on the date of such payment, the sixth quarterly rental payment shall be in an amount equal to 2.4628% of the Purchase Price of each Unit subject to this Lease on the date of such payment, the next 12 quarterly rental payments shall each be in an amount equal to 2.4403272% of the Purchase Price of each Unit subject to this Lease on the date of such payment and the last 50 quarterly rental payments shall each be in an amount equal to 2.5578999% of the Purchase Price of each Unit subject to this Lease on the date of such payment."

This amendment may be executed in several counterparts, such counterparts together constituting but one and the same instrument, and it shall not be necessary that any counterpart be signed by all parties so long as each party shall sign at least one counterpart.


IN WITNESS WHEREOF, the parties hereto have executed and delivered this amendment this 21 day of March, 1980.

FIRST SECURITY STATE BANK, not in its individual capacity, but solely as Owner-Trustee

Attest:



[ Corporate Seal ]

By: 

GREAT AMERICAN MANAGEMENT SERVICES, INC.

Attest:



[ Corporate Seal ]

By: 

STATE OF CALIFORNIA, )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO )

On this 4th day of November 1980, before me personally appeared David Biesemeyer, to me personally known, who, being by me duly sworn, says that he is Assistant Secretary of GREAT AMERICAN MANAGEMENT SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Sharon N. Gamet  
Notary Public

[ Notarial Seal ]

My Commission Expires



STATE OF UTAH )  
 ) ss.:  
COUNTY OF SALT LAKE )

On this 13 day of November 1980, before me personally appeared ROBERT S. CLARK, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Randy R. Mankant  
Notary Public

[ Notarial Seal ]

My Commission Expires 2-8-82